

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SECOND AMENDMENT OF OIL AND GAS LEASE AND CONSENT OF
UNIT**

STATE OF TEXAS }
COUNTY OF TARRANT }

WHEREAS, BILLY DEAN KERLEY and LINDA DIANA KERLEY, collectively as “Lessor”, executed an Oil, Gas and Mineral Lease, dated September 15, 2003, in favor of ANTERO RESOURCES I, LP, as “Lessee”, a Memorandum of which is recorded as Document No. D203382391, in the Official Public Records of Tarrant County, Texas, as amended by an unrecorded agreement dated March 28th, 2006, (collectively the “Lease”, as amended), covering 4.0 acres, more or less, in the T.B. Castevens Survey, Abstract #376, in Tarrant County, Texas, as more particularly described in the Lease;

WHEREAS, by merger, Lessee is now known as XTO ENERGY INC. (also herein known as “Lessee”) whose address is 810 Houston Street, Fort Worth, Texas 76102;

WHEREAS, Lessor and Lessee desire to further amend the Lease as set forth herein.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Paragraph number 3 of the Exhibit “A” attached to the Lease is hereby deleted and replaced with the following,
 “All references herein to royalties are hereby amended to read 23% royalties.”
2. The following shall be added to Exhibit “A” attached to the Lease as Paragraph number 4:
 “Lessor’s royalty shall be calculated free and clear of costs and expenses of any kind for exploration, drilling, development, production, storage, and marketing of oil, gas and other hydrocarbons, including, but not limited to, dehydration, storage, compression, separation by mechanical means, product stabilization, transportation, salt water removal and salt water disposal, and free and clear of any other costs or expenses incurred by Lessee, except that Lessor’s royalty shall bear its proportionate share of all ad valorem taxes and production, severance and other taxes.”
3. On page 1, Paragraph 5(a), line 6 from the top, delete “40” and replace with “640”.
4. In Paragraph 5(a), the following shall be added at the end of said paragraph:
 “The unit area of any unit so formed may be increased or decreased only with the Lessor’s prior written consent.”

In addition, Lessee agrees to reimburse Lessor for all costs and expenses, of any kind, deducted by Lessee from Lessor’s royalty payments which have been deducted since September 15, 2003. The payment of the deducted costs and expenses, and the difference of the 23% and 18.75% royalty on production from September 15, 2003 through the execution of this document, shall be paid by Lessee to Lessor within ninety (90) days.

Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amended by this Second Amendment of Oil and Gas, and for the same consideration, Lessor does hereby lease, grant demise, and let the lands covered by the Lease unto Lessee, its successors and assigns, in accordance with all of the provisions of the Lease, as amended hereby.

Except as previously amended and as amended by this Second Amendment of Oil and Gas Lease and Consent of Unit, the Lease is and remains in full force and effect as originally written.

Lessor also executes this instrument for the purpose of evidencing their consent to and ratification of the 2nd Amended Designation of Unit and Consent to Unit dated July 30, 2007 from XTO ENERGY INC. to the Public, recorded as Document number D207272837 in the Official Public Records of Tarrant County, Texas (the "Unit") and hereby ratifies and consents to the formation of the Unit and to the inclusion therein of the Lease, as amended herein, and lands covered by the Lease.

IN WITNESS WHEREOF, this Second Amendment of the Oil and Gas Lease and Consent of Unit is executed by the undersigned Lessor on the respective date of acknowledgment below, but is effective as of the date of September 15, 2003, date of The Lease.

Billy D. Kerley
Billy Dean Kerley

Address: 6520 Levy County Line Road
Burleson, Texas 76028

Linda D. Kerley
Linda Diana Kerley

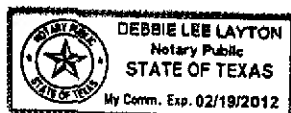
XTO ENERGY INC.

By: Edwin S. Ryan, Jr. AH
Edwin S. Ryan, Jr.
Senior Vice President-Land Administration

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 29 day of August, 2008 by Billy Dean Kerley and Linda Diana Kerley, husband and wife.



Debbie Lee Layton
Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 2nd day of September 2008, by Edwin S. Ryan, Jr., Senior Vice-President-Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Deborah G. Pearson
Notary Public, State of Texas

XTO ENERGY INC
810 HOUSTON ST

FT WORTH TX 76102

Submitter: XTO ENERGY INC



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/02/2008 10:14 AM
Instrument #: D208340537
LSE 3 PGS \$20.00

By: _____



D208340537

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS